

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ROBIN L. HILLGEN-RUIZ, *et al.*,

Plaintiffs,

vs.

TLC CASINO ENTERPRISES, INC., *et al.*,

Defendants.

Case No. 2:14-cv-437-APG-VCF

ORDER

MOTION TO COMPEL (#29)

This matter involves Robin L. Hillgen-Ruiz's employment-discrimination action against Four Queens Hotel & Casino. (*See* Compl. (#1-1) at ¶¶ 7-14¹). Before the court is the Hillgen-Ruiz's Motion to Compel Arbitration (#29). The Casino opposed (#30); and the Hillgen-Ruiz replied (#31). For the reasons stated below, the Hillgen-Ruiz's motion is granted.

On September 12, 2014, this court recommended that Hillgen-Ruiz's employment-discrimination action be stayed, as required by 9 U.S.C. § 3, and the matter proceed to arbitration. (Rep. & Rec. (#21) adopted by Order #28). On April 6, 2015, Hillgen-Ruiz filed the instant Motion to Compel arbitration. During the court's July 9, 2015 hearing, the Casino stated that Hillgen-Ruiz's Motion to Compel raises one issue: whether JAMS Rule 31 conflicts with Nevada Revised Statute § 38.238, which was incorporated into the arbitration agreement.

JAMS Rule 31 states that all fees, regardless of a respective party's share, are to be paid before the hearing. Section 38.238 states the following:

¹ Parenthetical citations refer to the court's docket.

3. An arbitrator's expenses and fees, together with other expenses, must be paid as provided in the award.

The court disagrees. Section 38.238 is silent on the timing of the payment of fees. The proposed arbitration under JAMS rules is compliant with the arbitration agreement. The court finds that JAMS Rule 31 is not inconsistent with Nevada law. The parties are ordered to prepay fees as required by Rule 31. These fees may be reallocated as appropriate after the matter is arbitrated within the arbitrator's discretion.

DATED this 9th day of July, 2015.

CAM FERENBACH
UNITED STATES MAGISTRATE JUDGE